

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY (CFSA)
SOLICITATION, OFFER, AND AWARD**

SECTION A

1. ISSUED BY/ADDRESS OFFER TO: District of Columbia Child and Family Services Agency (CFSA) Contracts and Procurement Administration 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024		2. PAGE OF PAGES: 1 OF 46	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: CFSA-07-I-0002	
		5. DATE ISSUED:	
		6. OPENING/CLOSING TIME: October 19, 2007/November 19, 2007 – 12:00 p.m.	
7. TYPE OF SOLICITATION: <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATION (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"			

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **CLOSING DATE NOVEMBER 19, 2007 @ 12:00 PM**
CAUTION: LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. INFORMATION CALL	NAME: Jim R. Moye Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 724-7544	B. E-MAIL ADDRESS: cfsa.cpa@dc.gov
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	26-33
X	B	Supplies/Services and Price/Costs	2-7	PART III – List of Documents, Exhibits and Other Attach			
X	C	Description/Specs/Work Statement	8-15	X	J	List of Attachments	34
X	D	Packaging and Marking	16	PART IV – Representations and Instructions			
X	E	Inspection and Acceptance	17	X	K	Representations, Certifications and other Statements of Offerors	34-37
X	F	Deliveries or Performance	18	X	L	Instrs. Conds., & Notices to Offerors	38-44
X	G	Contract Administration	19-20	X	M	Evaluation Factors for Award	45-47
X	H	Special Contract Requirements	21-25				

OFFER (TO BE COMPLETED BY OFFEROR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the CFSA under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledge receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO:		DATE:	
14. NAME AND ADDRESS OF OFFEROR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)			
14A. TELEPHONE NUMBER:			15A. SIGNATURE:		15B. OFFER DATE:	
AREA CODE:	NUMBER:	EXT:				

AWARD (To be completed by the CFSA)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Jim R. Moye, Agency Chief Contracting Officer		19. CONTRACTING OFFICER SIGNATURE:	
		20. AWARD DATE:	
IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE			

Maryland and Virginia Home Study Services

SECTION B: SUPPLIES OR SERVICES AND PRICE**B-1 SUPPLIES OR SERVICES**

- B-1.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA), is seeking qualified Offeror(s) to provide Foster/Adoptive Home Studies and regulatory reviews for Traditional and/or Kinship families in the State of Maryland and/or the Commonwealth of Virginia.

The Offeror must provide all necessary labor, management, supervision, equipment, materials, transportation, facility (ies) and any other items necessary to provide Foster/Adoptive Home Studies and regulatory reviews for Traditional and/or Kinship families in the State of Maryland and/or the Commonwealth of Virginia as referred by CFSA.

- B-1.2 The District intends to award multiple contracts as a result of this solicitation. The contract shall have a one (1) year base period and three (3) one-year option periods.

- B-1.3 **To submit a bid, an Offeror must meet the following minimum requirements:**

a) current licensure as a Child Placing Agency in the jurisdiction of proposed service;

b) a minimum of three years providing the proposed service;

c) current or previous contractual relationship(s) with the Child and Family Services Agency or other governmental entity in the proposed jurisdiction, for this service, as a prime contractor;

d) satisfactory record of performance in the above-referenced contractual relationship(s) as evidenced by evaluations provided by said governmental entity;

e) demonstrate the organizational ability to provide services for all five (5) Contract Line Items (CLIN) for a minimum of seventy five (75) cases in the State of Maryland. For those vendors interested in proposing service in the Commonwealth of Virginia, they must demonstrate the organization ability to provide service for all five (5) Contract Line Items (CLINs), with no case minimum.

B-2 TYPE OF CONTRACT AND PRICING

- B-2.1 The resulting contract(s) from this solicitation will an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Pursuant to the requirements of 27 DCMR § 2416.10 regarding the stating of guaranteed minimums and maximums for all IDIQ contracts, the minimum guaranteed amount for this contract is \$1,000.00.

*****END OF SECTION B*****

B-3 PRICE SCHEDULE – BASE YEAR

Contract Line Item No. (CLIN)	Supplies/Services	Unit	Unit Price	Total Amount
	SCHEDULE B PRICING			
	The minimum guaranteed amount for this contract is \$1,000.00			
<u>MARYLAND</u>				
CLIN 0001A	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0001B	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0001C	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0001D	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0001E	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____
<u>VIRGINIA</u>				
CLIN 0002A	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0002B	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0002C	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0002D	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0002E	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____

Maryland and Virginia Home Study Services

B-3 PRICE SCHEDULE – OPTION YEAR ONE

Contract Line Item No. (CLIN)	Supplies/Services	Unit	Unit Price	Total Amount
	SCHEDULE B PRICING The minimum guaranteed amount for this contract is \$1,000.00			
<u>MARYLAND</u>				
CLIN 0001A	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0002B	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0003C	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0004D	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0005E	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____
<u>VIRGINIA</u>				
CLIN 0001AA	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0002BB	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0003CC	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0004DD	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0005EE	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____

Maryland and Virginia Home Study Services

B-3 PRICE SCHEDULE – OPTION YEAR TWO

Contract Line Item No. (CLIN)	Supplies/Services	Unit	Unit Price	Total Amount
	SCHEDULE B PRICING The minimum guaranteed amount for this contract is \$1,000.00			
<u>MARYLAND</u>				
CLIN 0001A	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0002B	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0003C	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0004D	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0005E	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____
<u>VIRGINIA</u>				
CLIN 0001AA	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0002BB	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0003CC	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0004DD	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0005EE	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____

Maryland and Virginia Home Study Services

B-3 PRICE SCHEDULE – OPTION YEAR THREE

Contract Line Item No. (CLIN)	Supplies/Services	Unit	Unit Price	Total Amount
	SCHEDULE B PRICING			
	The minimum guaranteed amount for this contract is \$1,000.00			
	<u>MARYLAND</u>			
CLIN 0001A	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0002B	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0003C	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0004D	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0005E	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____
	<u>VIRGINIA</u>			
CLIN 0001AA	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0002BB	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0003CC	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0004DD	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0005EE	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____

Maryland and Virginia Home Study Services

B-3 PRICE SCHEDULE – OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Supplies/Services	Unit	Unit Price	Total Amount
	SCHEDULE B PRICING The minimum guaranteed amount for this contract is \$1,000.00			
<u>MARYLAND</u>				
CLIN 0001A	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0002B	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0003C	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0004D	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0005E	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____
<u>VIRGINIA</u>				
CLIN 0001AA	Referral Assignment Packet Services	1 Home	\$ _____	\$ _____
CLIN 0002BB	Initial Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0003CC	Full Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0004DD	Renewal Foster/Adoptive Services	1 Home	\$ _____	\$ _____
CLIN 0005EE	Foster/Adoptive Support Services	1 Home	\$ _____	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide Foster/Adoptive Home Studies and regulatory reviews for Traditional and/or Kinship families in the State of Maryland and/or the Commonwealth of Virginia as referred by CFSA under this Invitation for Bid (IFB). The Contractor shall complete all work under this Invitation for Bid (IFB) according to the regulatory requirements of the foster/adoptive applicant's local jurisdiction, applicable requirement(s) of Title 29 District of Columbia Municipal Regulation (DCMR) Chapter 60 and as CFSA shall specifically notify in writing. The Contractor shall submit foster/adoptive approval/denial/closure recommendation packets and supporting documentation to the attention of the CFSA Office of Licensing and Monitoring (OLM) within the time frames outlined in this Invitation for Bid (IFB) and not more than one hundred ten (110) calendar days of accepting a foster/adoptive Referral Assignment Packet (RAP) under this Invitation for Bid (IFB).

C.1. 2 Definitions

1. **Foster/Adoptive Home** – Means a home that has met the regulatory requirements of an applicant's local jurisdiction for dual licensure approval to place a child/youth under consideration for adoption and/or foster care through CFSA.
2. **Supportive Documentation**- Other than as specifically outlined in this document, means sufficient evidence of regulatory compliance for foster/adoptive approvals.
3. **Support Services**- Means the Contractor's documented performance of the activities outlined in sections C-6, C-7, and C-8 of this Invitation for Bid (IFB), including but not limited to the following: providing trainings, conducting monitoring visits, attending court hearings or other meetings, writing court reports, performing closure or transfer activities and submitting monthly reports to OLM.
4. **Renewal Foster/Adoptive Services** - Means updating a home that has met the regulatory requirements of an applicant's local jurisdiction for dual licensure approval to place a child/youth under consideration for adoption and/or foster care through CFSA.

C-2 REFERRAL/ASSIGNMENT PACKET

- C-2.1 The Contractor shall establish and follow an organized system to receive, track, and report progress on each foster/adoptive RAP as assigned under this Invitation for Bid (IFB). A RAP will at minimum contain a FACES provider number, Referral Assignment Notice (RAN), a pre-service training certificate, a completed resource family application and a foster/adoptive families' signed CFSA discipline agreement unless CFSA provides written notice of a waiver for one or more of these items.
- C-2.2 The Contractor shall not accept a RAP from any other source but the Office of Licensing and Monitoring (OLM) unless the Deputy Director for Program Operations grants written authorization to receive a RAP from another source.
- C-2.3 The Contractor shall sign, date and return to the attention of the OLM Supervisory Resource Development Specialist a copy of each RAP within two (2) business days of receipt to indicate in writing its acceptance/rejection of a referral.
- C-2.4 The Contractor shall not reject a referral without CFSA granting written authorization for a rejection.

- C-2.5 The Contractor shall only submit a monthly invoice to claim payments for completing referral assignment services outlined under section C-2 of this contract.

C-3 INITIAL FOSTER/ADOPTIVE SERVICES

- C-3.1 The Contractor shall establish, maintain and make available to CFSA as needed a uniformed and organized hard copy file for each RAP that supports all work performed under this Invitation for Bid (IFB).
- C-3.2 The Contractor shall verify the accuracy of the referral information and the number of foster/adoptive and relative children in the home of a resource family.
- C-3.3 The Contractor shall assign each RAP to an approved Social Worker within three (3) business days of acceptance. CFSA, in its discretion, may refer a family for initial foster/adoptive service while family members prior to completion of the training process.
- C-3.4 The assigned Social Worker shall schedule and conduct an initial home visit and interview with the foster/adoptive applicant within ten (10) business days of a Contractor's RAP acceptance.
- C-3.5 During the initial visit outlined in section C-3.4 of this contract, the assigned Social Worker shall secure a signature of each foster/adoptive applicant to indicate his/her plan to comply with the regulatory requirements. Additionally, the Social Worker shall obtain signature authorizations and complete finger prints, identification, etc. to conduct the Child Protective Services check, FBI fingerprint, and local police background clearances on each applicant and household member eighteen (18) years of age and older. The supporting documents as required for section C-3 of this contract shall include, but not be limited to the following information sorted by each RAP:
1. A listing of each household member with his/her date of birth,
 2. A listing of each initial and subsequent face to face applicant contact,
 3. A copy of the applicants signed agreement to comply with the regulatory requirements,
 4. A copy of the secured signatures to conduct background clearances for each household member eighteen (18) years of age and older, and
 5. The name and contact information for the assigned social worker, a copy of his/her license, applicant's assigned and the date of assignment.
- C-3.6 The Contractor shall in consultation with the applicant establish a routine meeting schedule to ensure greater applicant availability to complete the home study approval/denial assessment process.
- C-3.7 The Contractor shall submit an initial written progress report and support documentation to the assigned OLM Resource Development Specialist, not later than twenty (20) business days of accepting a RAP, to indicate the current status of completing sections C-3.4 & C-3.5 of this contract and provide a projection of its ability to meet the CFSA one hundred ten (110) calendar day licensure/approval decision recommendation timeline.
- C-3.8 The Contractor shall only submit an invoice to claim payments for initial foster/adoptive services after the Contractor completes section C-3 of this contract and provides supportive documentation to OLM.

C-4 FULL FOSTER/ADOPTIVE SERVICES

- C-4.1 The Contractor shall not commence Full Foster/Adoptive Services outlined under section C-4 of this contract until it has successfully completed the requirements under section C-3 of this contract or received a written waiver from the OLM Manager/Designee.
- C-4.2 The Contractor shall, within five (05) business days of successfully completing section C-3.5 of this contract, submit a request to the authorized entities to initiate a Child Protective Services clearance, local and FBI fingerprint clearances and other safety checks for all individuals as required under section C-3.5 of this contract.
- C-4.3 The Contractor shall work to complete a foster/adoptive home study for each RAP that it processed successfully under section C-3 of this contract.
- C-4.4 A home study shall be conducted according to the regulatory requirements of an applicant's local jurisdiction, applicable DCMR Title 29 Chapter 60 requirement(s), and as specified in writing by CFSA.
- C-4.5 The Contractor shall complete and submit an initial home study, approval/denial recommendation and supporting documentation packet as required under this contract to the OLM Supervisory Resource Development Specialist within one hundred ten (110) calendar days of obtaining acceptance signatures outlined in section C-2.3 of this contract. The supporting documents for an approval recommendation shall include, but not be limited to the assessment results in the following areas:
1. Fire inspection conducted by the authorized fire official of the local jurisdiction,
 2. Local, FBI and Child Protective Registry Clearances for all household members eighteen (18) years old and older consistent with an applicant's local jurisdiction regulatory requirements,
 3. Medicals for every household member consistent with an applicant's local jurisdiction regulatory requirements,
 4. Certificate of completion for thirty (30) pre-service hours MAPP training
 5. CPR and First Aid Certification for each applicant
 6. Lead paint inspection for households with or authorized to receive a child eight (8) years old and younger,
 7. Pet vaccination certification for households with pets
 8. A valid picture identification of each applicant as issued by a government entity,
 9. Health and Sanitation Inspection, and
 10. Personal References.
- C-4.6 The Contractor shall arrange to have the fire department from the local jurisdiction to conduct an initial fire inspection of the applicant's home consistent with Title 29 DCMR Chapter 60 and the appropriate regulation of the local jurisdiction.
- C-4.7 The Contractor shall maintain a cooperative and supportive relationship with a foster/adoptive applicant that increases the favorable submission of all required documents necessary for initial approval.
- C-4.8 The Contractor shall not issue a foster/adoptive approval/denial/closure document to a foster/adoptive applicant under this contract unless the CFSA OLM grants written permission to do so according to the local jurisdiction and Title 29 DCMR, Chapter 60.

- C-4.9 The Contractor shall issue a written approval/denial/closure notice to a foster/adoptive applicant within two (2) business days of receiving CFSA written authorization to issue an approval/denial/closure document. Additionally if approval is granted, the Contractor shall issue the foster/adoptive applicant an original approval/licensure certificate and submit a copy to CFSA. If a decision is to deny/close a case, the Contractor shall notify the foster/adoptive applicant in writing and provide information regarding his/her rights of appeal. The Contractor shall copy CFSA on this notice.
- C-4.10 The Contractor shall ensure a Social Worker or Social Worker Supervisor is available to attend a staffing that CFSA schedules to address approval barriers or recommended denial/closure actions.
- C-4.11 The Contractor shall submit to the assigned OLM Resource Development Specialist a monthly status report according to the attached template (Attachment J.2.9) not later than the seventh (7th) calendar day of each month subsequent to initiating Full Foster/Adoptive Services. The report must include information about key progress, barriers, applicant's interest/disinterest, names of current cases, current # of Social Worker and Supervisors, barrier reduction efforts and the total number of completed home study approval/denial/closure recommendation packets submitted to CFSA during the preceding month. The report shall also document any other action taken on a RAP (e.g., transfers, etc.)
- C-4.12 The Contractor shall submit the monthly status report outlined in section C-4.12 of this contract unless CFSA grants a written waiver of this requirement.
- C-4.13 The Contractor shall only submit an invoice to claim payments for full foster/adoptive services after the Contractor completes section C-4 of this contract and provides supportive documentation to OLM.

C-5 RENEWAL FOSTER/ADOPTIVE SERVICES

- C-5.1 The Contractor shall execute renewal activities not less than one hundred twenty (120) calendar days before the expiration of a current license/approval date.
- C-5.2 The Contractor shall implement and follow a plan to track foster/adoptive applicant's ongoing submission of documentation required for renewal decisions and provide notice(s) to a foster/adoptive family of each need to provide additional updated materials to avoid a lapse in renewal approval.
- C-5.3 The Contractor shall complete the Renewal Foster/Adoptive Services approval/denial/closure recommendation within fifteen (15) calendar days before licensure/certification expiration date and submit it with supportive documentation to the assigned OLM Resource Development Specialist.
- C-5.4 The Renewal Foster/Adoptive Service support documentation shall include, but not be limited to the assessment results in the following areas:
1. Completion of an updated home study addressing each change within a foster/adoptive household initial condition and environment,
 2. Verification that a foster care applicant has completed fifteen (15) hours of in-service Child Welfare specific training. The Contractor shall not accept more than six (6) hours of on line training during a renewal period and shall ensure that

Maryland and Virginia Home Study Services

- a foster/adoptive applicant completed a minimum of nine (9) hours of face-to-face training (15 hour training not required for homes limited to adoption only),
 3. Local, FBI, and Child Protection Clearance for household members eighteen (18) years of age and older to according to the local jurisdiction and applicable Title 29 DCMR, Chapter 60,
 4. Current CPR and First Aid Certifications. The Contractor shall not accept on line CPR/First Aid certifications unless the Contractor provides a written statement that it certifies the applicant's ability to successfully perform the practical hands on exercises standard in face-to-face CPR/First Aid training. (e.g., mouth to mouth resuscitation, choking maneuvers, etc.),
 5. Updated medicals,
 6. Updated pet vaccinations if required by local jurisdiction, and
 7. A completed fire safety survey, and
 8. For a home where the Contractor could not conduct the renewal services, a detailed status report outlining each re-licensure barrier and specific activities with dates of all efforts performed to eliminate each barrier as identified.
- C-5.5 The Contractor shall not issue a foster/adoptive renewal approval/denial certification to a foster/adoptive applicant under this contract unless the CFSA OLM grants written permission to do so according to the local jurisdiction and Title 29 DCMR, Chapter 60.
- C-5.6 The Contractor shall notify the foster/adoptive applicant in writing within two (2) business days of receiving CFSA written approval to renew a certification. If a renewal approval is granted, the Contractor shall issue the foster/adoptive applicant an updated approval certification and submit a copy to CFSA. If a renewal decision is to deny/close a licensure/certification, the Contractor shall notify the foster/adoptive applicant in writing and provide information regarding his/her rights of appeal. The Contractor shall copy CFSA on a notice to foster/adoptive applicants.
- C-5.7 The Contractor shall continue to submit to the assigned OLM Resource Development Specialist a monthly status report not later than the seventh (7th) calendar day of each month as outlined in section C-4.12 of this contract.
- C-5.8 The Contractor shall submit an invoice to claim payments for renewal services that the Contractor completes consistent with section C-5 of this contract and must provide supportive documentation to OLM.
- C-5.9 The Contractor shall establish and implement a plan to ensure training requirements are sustained for each foster/adoptive applicant consistent with Title 29 DCMR Chapter 60 and the appropriate regulation of the local jurisdiction.

C-6 FOSTER/ADOPTIVE SUPPORT SERVICES

- C-6.1 The Contractor shall ensure that its authorized Social Worker provides on going supportive services and monitoring to foster/adoptive families to successfully avoid placement disruptions of CFSA wards placed in a home under this contract.
- C-6.2 Foster/Adoptive support and monitoring shall be conducted according to the regulatory requirements of each local jurisdiction of the foster/adoptive family and as CFSA shall direct specifically in writing. The Contractor shall at least visit the target family once a month.

Maryland and Virginia Home Study Services

- C-6.3 The Contractor shall maintain and provide to OLM detailed documentation of each support service and monitoring effort provided to a foster/adoptive family.
- C-6.4 The Contractor shall provide resources and staff to support, educate, train, monitor, supervise and counsel foster/adoptive families that CFSA refers and approves under this contract.
- C-6.5 The Contractor shall ensure that any individual providing foster/adoptive support services under this contract is a Social Worker certified/licensed to practice in the local jurisdiction of a foster/adoptive family referred under this contract.
- C-6.6 The Contractor shall support foster/adoptive parents to understand current trends in behavior management, manage stress, build and deal with self-esteem issues for children, community resource information, and other topics relevant to providing care for foster/adoptive children consistent with the home study approval.
- C-6.7 The Contractor shall ensure that a Social Worker conducts a monthly home visit with each approved/licensed foster/adoptive home for the purpose of providing support. The Contractor shall maintain and submit monthly reports to OLM by the seventh (7th) calendar day of a subsequent month as documentation of all supportive services rendered during a preceding month.
- C-6.8 The Contractor shall ensure that the assigned Social Worker provides periodic telephone contact with the foster/adoptive family, emergency telephone contact information to ensure twenty-four seven (24/7) availability, ensure sufficient information for when the foster/adoptive family should contact the child's Social Worker and/or the Contractor's support Social Worker.
- C-6.9 The Contractor shall provide other reasonable support services that are similar to those defined in section C-6 of this contract only if CFSA makes a written request of the Contractor.
- C-6.10 The Contractor shall submit an invoice monthly for support services that the Contractor completes on a referral consistent with sections C-6.10 and C-1.2.3 of this contract. Separately, the Contractor shall submit, to the OLM unit, detailed justification for support services rendered.

C-7 COURT REPORTS AND APPEARANCE SERVICES

- C-7.1 The Contractor shall not initiate contact with the court on a RAP under this contract unless CFSA grants approval.
- C-7.2 The Contractor shall provide a court report to the court and copy to the assigned OLM Resource Development Specialist within seven (7) business days of receiving an email or other written request from CFSA, or as ordered by the court.
- C-7.3 The Contractor shall ensure that a knowledgeable representative attends each mandated court appearance and/or Fair Hearing fully prepared to address questions about the Contractor's home study process, staff, regulations, timelines, or other specific questions.
- C-7.4 The Contractor shall submit to CFSA a summary report of any court appearances within five (5) business days of attendance including, but not limited to, a statement of the hearing purpose, the name of the presiding judge, date/time of the hearing, the

Maryland and Virginia Home Study Services

preliminary outcome of the hearing, if a court report was required, name of attendees and any required action ordered by a judge.

C-8 FOSTER/ADOPTIVE FAMILY DENIAL/TRANSFER/CLOSURE SERVICES

- C-8.1 The Contractor shall not deny/transfer/close a foster/adoptive home referred under this contract unless OLM provides written approval.
- C-8.2 The Contractor shall ensure that a written notice of denial/transfer/closure document is forwarded to the attention of a foster/adoptive applicant within two (2) business days of receiving OLM approval and must include rights of appeal information.
- C-8.3 The Contractor shall return the entire official file to OLM within five (05) business days of receiving notification from OLM of its plans to deny/transfer/close a case.
- C-8.4 The sending contractor shall also submit a final written status summary to OLM of all work completed under this contract when a case is denied/transferred/closed.
- C-8.5 The contractor shall adhere to the requirements of section C-2 of this contract to process a transferred RAP.
- C-8.6 The contractor shall conduct foster/adoptive services according to sections C-3 and C-4 of this contract for each RAP accepted at transfer with a status of un-licensed/un-approved, or licensed with less than one hundred twenty (120) days before approval expiration.
- C-8.7 The contractor shall conduct foster/adoptive services according to section C-5 of this contract for each RAP accepted at transfer with a status of licensed/approved and there is a minimum of one hundred twenty (120) days remaining on a license.

C-9 ORDERING METHOD

- C-9.1 In the initial year of any resulting contract, the rotation of orders/referrals to successful bidder(s) shall be based on the lowest responsive and responsible bidder to the highest responsive and responsible bidder(s) that are in the competitive range. In the successive option years, the ordering method will be based on performance, namely, the completion rate of cases (initial referrals and renewals).

C-10 MINIMUM STANDARDS FOR MD/VA LICENSING UNIT

- C-10.1 A provider answering the Invitation for Bid (IFB) for the Maryland/Virginia Licensing Contracts shall provide evidence at the time of bid of state authorized to license/approve and monitor foster/adoptive homes in the local jurisdiction for where it proposes to render the required services. A provider must also demonstrate how it will provide services related to the applicable requirement(s) of Title 29 District of Columbia Municipal Regulation (DCMR) Chapter 60 if higher than the standards required by Maryland and/or Virginia. Below are specific citations for examining standards in Maryland, Virginia and the District of Columbia:

C-10.2 Virginia Minimum Standards

An agency in Virginia providing foster/adoptive services must be licensed as a child placing agency in the Commonwealth of Virginia. The Agency shall be responsible for

Maryland and Virginia Home Study Services

meeting and maintaining standards set forth by the Department of Social Services section 22 vac 40 -130 -10 et seg.

C-10.3 Maryland Standards

Per COMAR section 07.05.01(B) The regulations established in this subtitle are the Administration's requirements for the licensure of private child placement agencies to deliver services for the placement of children in foster care, treatment foster care, adoption and independent living preparation programs.

Requirements 07.05.03 (C) to provide child placement services in the State of Maryland for DC Wards, an agency shall:

1. Have an appropriate and current child placement agency license issued by the Administration. (Def. Administration - means the Social Services Administration of the Dept of Human Resources.);
2. Comply with the regulations of this chapter; and
3. As applicable, comply with one or more of the following COMAR chapters:
 - (a) COMAR 07.05.02 Private Foster Care and
 - (b) COMAR 07.05.03 Private Adoptions.

District of Columbia Municipal Regulations Title 29 Chapter 60 Foster Homes

296000.2 this Chapter refers to:

(a) Any foster homes located within the District of Columbia and which serves children in the care and custody of CFSA, including any foster homes which is operated by a child placing agency and other than CFSA; and

(b) Any CFSA foster home located in another jurisdiction.

C-11 CONTRACTOR STAFF REQUIREMENTS

- C-9.1 The Contractor shall employ and maintain sufficient staffing levels and individuals to successfully execute the scope of work and other requirements under this contract.
- C-9.2 The Contractor shall not permit staffing levels to be less than one (1) supervisor to five (5) Social Workers and one (1) Social Worker to thirty (30) foster/adoptive RAP. The contractor may utilize subcontractors to fulfill this requirement.
- C-9.3 The Contractor shall ensure that a staff person, or subcontractor, employed under this contract obtains and maintains a current satisfactory local, FBI and Child Protective Registry clearances; and certification/licensure to practice social work services according to the foster/adoptive applicant's jurisdiction and state, federal and local law/regulation.
- C-9.4 The Contractor shall ensure that each staff person, or subcontractor, employed under this contract is credentialed consistent with the requirements of the foster/adoptive applicant's local jurisdiction and has sufficient work knowledge, experience and ability to perform his/her assigned duties according to federal, state and local mandates.

***** END OF SECTION C *****

SECTION D: PACKAGING AND MARKING

- D-1** The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

***** END OF SECTION D *****

SECTION E: INSPECTION AND ACCEPTANCE

- E-1** The inspection and acceptance requirements for the resultant Contract shall be governed by clause number five (5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- E-2** The Contractor shall permit, at the District's expense, a minimum of two (2) inspections at the Contractor's location by District representatives.
- E-3** Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the vehicle/s to be furnished under the Contract to ensure that the vehicle/s conform to the terms of the resultant contract. Any item found not in compliance with the specifications shall be rejected.

***** END OF SECTION E *****

SECTION F: PERFORMANCE

F-1 TERM OF CONTRACT

The term of the Contract shall be for a period of 365 days from date of award specified on the cover page of the contract. The Contract shall contain a maximum of four (4) option years.

G-1 CONTRACT ADMINISTRATION

G-1.1 The Child and Family Services Agency, Contracts and Procurement Administration shall be responsible for all matters of contract administration that do not deal with the monitoring of programmatic performance, for which the CFSA Program Monitor is responsible. All questions shall be directed in writing to the Agency Chief Contracting Officer, unless the Agency Chief Contracting Officer designates another contact person.

G-1.2 Contracts shall be entered into and signed on behalf of the District of Columbia only by the Contracting Officer. The address and telephone number of the Contracting Officer is:

Jim R. Moyer
Contracts and Procurement Administrator
Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza North, SW – Suite 5200
Washington, DC 20024
(202) 724-7415

G-2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G-2.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

G-2.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.

G-2.3 In the event that the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

G-3 PROGRAM MONITOR

G-3.1 The CFSA Program Manager shall be the person designated by CFSA to monitor programmatic aspects of contract performance/delivery of services. The Program Monitor shall have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this contract and make recommendations to the Agency Chief Contracting Officer. The Program Monitor shall also review, approve and sign all invoices and verify all work performed prior to payment by CFSA.

G-3.2 The CFSA Program Monitor for this contract is:

Office of Licensing and Monitoring
Child and Family Services Agency
400 Sixth Street SW
Washington, DC 20024
(202) 727-7195
jearl.ward@dc.gov

G-4 INVOICE SUBMITTAL

- G-4.1 The Contractor shall submit properly executed invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in triplicate and submitted to the Agency Fiscal Officer. The address of the Agency Fiscal Officer is:

**Agency Fiscal Officer
Child and Family Services Agency
400 Sixth Street, SW, 2nd Floor
Washington, DC 20024**

You can also submit your invoices by e-mail to: cfsa.accountspayable@dc.gov

- G-4.2 To constitute a properly executed invoice, the Contractor shall submit the following information on the invoice: Contractor's name, address, telephone number, Contract number, invoice date, Federal tax identification number, description of services or supplies, date services of supplies were delivered, certifying signature by Contractor authorized official and other documentation as required according to the Contract.

G-5 INVOICE PAYMENT

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

G-6 RESPONSIBILITY FOR AGENCY PROPERTY

The Contractor shall assume full responsibility for and shall indemnify the Agency for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in contractor's custody during the performance of services under this contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors. The Contractor shall do nothing to prejudice the Agency's right to recover against third parties for any loss, destruction of, or damage to Agency property and upon the request of the Contracting Officer shall, at the Agency's expense, furnish to the Agency all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the Agency recovery.

G-7 MODIFICATIONS

Any changes, additions or deletions to this contract shall be made by written modification by the Agency Chief Contracting Officer only and no other. Any such changes, additions or deletions made to the contract by a CFSA or non-CFSA employee who is not an authorized Agency Chief Contracting Officer shall be deemed null and void.

*****END OF SECTION G*****

H-1 KEY PERSONNEL

- H-1.1 There shall be no substitutions of the Key Personnel without prior written approval of the CFSA Project Manager. The CFSA Project Manager shall approve all key personnel proposed by the Contractor to work under this Contract, prior to the individual beginning work. CFSA may require for any reason, and at any time, that the Contractor remove and/or replace Contractor personnel or subcontractor personnel.
- H-1.2 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning CFSA clients in accordance with the confidentiality law (requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07), the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

H-2 PRIVACY AND CONFIDENTIALITY COMPLIANCE

- H-2.1 Definitions
- (a) “Business Associate” shall mean The Contractor.
 - (b) “CFSA” shall mean the District of Columbia, Child and Family Services Agency
 - (c) “Confidentiality law” shall mean the requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
 - (d) “Designated Record Set” means:
 - 1. A group of records maintained by or for CFSA that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.
 - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.
 - (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - (e) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
 - (f) “Protected information” shall include “protected health information” as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of CFSA, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning CFSA or its employees.

Maryland and Virginia Home Study Services

- (g) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of CFSA.
- (g) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (h) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H-2.2

Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to CFSA any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to protected information in a Designated Record Set, to CFSA or, as directed by CFSA, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.

Maryland and Virginia Home Study Services

- (j) The Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H-2.3

Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H-2.4

Obligations of CFSA

- (a) CFSA shall notify the Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) CFSA shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) CFSA shall notify the Business Associate of any restriction to the use or disclosure of Protected information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

Maryland and Virginia Home Study Services

H-2.5

Permissible Requests by CFSA

CFSA shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by CFSA.

H-2.6

Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by CFSA to the Business Associate, or created or received by the Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Section H.2 by the Business Associate, CFSA shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by CFSA;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, CFSA shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in Section H.2.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from CFSA, or created or received by the Business Associate on behalf of CFSA. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected information.
 - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H-2.7

Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

Maryland and Virginia Home Study Services

- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit CFSA to comply with the Privacy Rule.

*****END OF SECTION H*****

SECTION I: CONTRACT CLAUSES

I-1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of this Contract.

I-2 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before they, any of their officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, and/or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

I-3 SUBCONTRACTING

I-3.1 The Contractor shall not engage subcontractors to perform any of its responsibilities under this Contract without the prior written approval of the Contracting Officer.

I-3.2 Consent by the CFSA to any proposed subcontractor shall not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the Contract.

I-3.3 The Contractor shall assure that all subcontracts approved by CFSA shall be consistent with the terms of this Contract, including, but not limited to, certifications and licenses of staff, safeguarding of confidential information, and insurance coverage.

I-3.4 For purposes of this Contract, any individual who is performing any part of the work or other requirement of this Contract and who is an employee of the Contractor is considered Contractor Personnel ("Contractor Personnel"). For example, self-employed individuals, independent contractors, contract laborers, individuals who are employees of a temporary employment/personnel agency etc., who perform any part of the work or requirements of this contract, do not come within the definition of Contractor Personnel and are either subcontractors or employees of subcontractors. For purposes of this Contract, individuals and entities that perform services or provide goods under this Contract and are not included in the definition of "Contractor Personnel" under this paragraph shall be considered subcontractors. Arrangements with either temporary agencies or with individuals, for the provision of temporary personnel, are considered subcontracts.

I-4 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I-5 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I-6 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

The Contractor shall sign a Confidentiality Agreement and shall abide by the information and security documents regarding the children and families in CFSA's care.

The Contractor's employees shall sign a Confidentiality Agreement upon request by CFSA.

I-7 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I-8 RIGHTS IN DATA

I-8.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I-8.2 (a) The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.

(b) Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and Computer Software documentation. Technical data does not include Computer Software or financial, administrative, cost and pricing and management data or other information incidental to contract administration.

I-8.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer Programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

Maryland and Virginia Home Study Services

I-8.4 The term "Computer Databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I-8.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I-8.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I-8.6.1 Use the Computer Software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I-8.6.2 Use the Computer Software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I-8.6.3 Copy Computer Programs for safekeeping (archives) or backup purposes; and

I-8.6.4 Modify the Computer Software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I-8.7 The restricted rights set forth in section I.8.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ **(Contractor's Name) and**

(ii) If the data is Computer Software, the related Computer Software documentation includes a prominent statement of the restrictions applicable to the Computer Software. The Contractor may not place any legend on the Computer Software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the

Maryland and Virginia Home Study Services

software. Failure of the Contractor to apply a restricted rights legend to such Computer Software shall relieve the District of liability with respect to such unmarked software.

- I-8.8 In addition to the rights granted in Section I.8.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.8.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in Technical Data or Computer Software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I-8.9 Whenever any data, including Computer Software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.8.9 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I-8.10 For all Computer Software furnished to the District with the rights specified in Section I.8.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.8.5. For all computer software furnished to the District with the restricted rights specified in Section I.8.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I-8.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I-8.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I-8.13 Paragraphs I.8.6, I.8.7, I.8.8, I.8.11 and I.8.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I-9 RESERVED

I-10 RESERVED

I-11 HIPAA PRIVACY COMPLIANCE

I-11.1 Definitions

- (e) “Business Associate” shall mean the American Humane Association
- (f) “CFSA” shall mean the District of Columbia, Child and Family Services Agency
- (g) “Designated Record Set” means:

1. A group of records maintained by or for CFSA that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.

2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.

- (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of CFSA.
- (g) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

I-11.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- (d) The Business Associate agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

Maryland and Virginia Home Study Services

- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

I-11.3

Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- (b) Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for

Maryland and Virginia Home Study Services

the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

I-11.4 Obligations of CFSA

- (e) CFSA shall notify the Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (f) CFSA shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (g) CFSA shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

I-11.5 Permissible Requests by CFSA

CFSA shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

I-11.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to the Business Associate, or created or received by the Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by the Business Associate, CFSA shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by CFSA;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, CFSA shall report the violation to the Secretary.

Maryland and Virginia Home Study Services

- (c) Effect of Termination.
- (3) Except as provided in Section I.11.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from CFSA, or created or received by the Business Associate on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (4) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

I-11.7

Miscellaneous

- (a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section I.11.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

I-12

GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Child and Family Services Agency and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I-13

ORDER OF PRECEDENCE

The following is a list of documents in the order of priority to resolve any conflicts of inconsistencies among the terms of this Contract or in the terms of any attachments to this Contract.

I-13.1

Sections A through I of this Contract.

I-13.2

Standard Contract Provisions for Use with District of Columbia Government Supply and Services contracts, dated March 2007.

SECTION J: LIST OF ATTACHMENTS

- J-1 INCORPORATED ATTACHMENTS (The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.)
 - J-1.1 LSDBE Certification Package
 - J-1.2 E.E.O. Information and Mayor's Order 85-85
 - J-1.3 Tax Certification Affidavit
 - J-1.4 First Source Employment Agreement

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K-1 TYPE OF BUSINESS ORGANIZATION

K-1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

___ a corporation incorporated under the laws of the State of: _____
an individual,

___ a partnership,

___ a nonprofit organization, **or**

___ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

___ an individual,

___ a joint venture, **or**

___ a corporation registered for business in
(Country) _____

K-2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder Date:

Name: _____

Title: _____

Signature: _____

Bidder ___ has ___ has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85. Bidder ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K-3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K-4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K-5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

(i) those prices

ii) the intention to submit a contract, or

(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; **and**

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; **or**

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the bidder's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; **and**

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a) (2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K-6 WALSH-HEALEY ACT

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the **Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§35-45)** (the "Act", as used in this section), the following terms and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

Maryland and Virginia Home Study Services

(b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor **(41 CFR 50-202.2) (41 U.S.C. §40)**. Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage **(see 41 CFR 50-202.3)** to the same extent that such employment is permitted under **Section 14 of the Fair Labor Standards Act (29 U.S.C. §214)**.

K-7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as **Section J-1.3**.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L-1 METHOD OF AWARD

- L-1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L-1.2 The District intends, but is not obligated, to award a single or multiple Contract(s) resulting from this solicitation to the most responsive and the most responsible bidder(s) who has the lowest evaluated bid price and meets the Minimum Standards for MD/VA Licensing Unit as stated in Section C-10.

L-2 PREPARATION AND SUBMISSION OF BIDS

- L-2.1 Bidders shall submit a signed original and **two (2) copies**. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. CFSA-07-I-0002"**
- L-2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid. The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L-2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L-2.5 **The bidder's offer must contain the following information:**

- a) Proof of licensure as a Child Placing Agency in the proposed jurisdiction of service;**
- b) Proof the contractor has provided these services for at least three years through previous or current contracts;**
- c) Copies of contract performance evaluations from previous contracts either with the Child and Family Services Agency or another governmental entity;**
- d) If proposing service in the State of Maryland, proof of sufficient staff or financial resources to provide service for all five (5) CLINs and assume the minimum number of referrals;**
- e) If proposing service in the Commonwealth of Virginia, proof of sufficient staff or financial resources to provide service for all five (5) CLINs; and**
- e) A completed copy of the pricing schedule, outlining the pricing for services in either or both jurisdictions.**

L-3 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **12:00 PM (EST) local time on November 19, 2007 as specified in (Section A-9) local time on page 1.**

L-4 WITHDRAWAL OR MODIFICATION OF BIDS

Maryland and Virginia Home Study Services

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L-5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L-5.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; **or**
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that mishandling by the District after receipt caused the late receipt at the location specified in the solicitation.

L-5.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a US or Canadian Postal Service postmark on the wrapper or on the original receipt from the US or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L-5.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L-5.4 Late Modifications

A late modification of a successful bid, which makes its terms more favorable to the District, will be considered at any time it is received and may be accepted.

L-5.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L-6 Hand Delivery or Mailing of Bids**DELIVER OR MAIL TO:**

Child and Family Services Agency
Contracts and Procurement Administration
955 L'Enfant Plaza SW
North Building, Suite 5200
Washington, DC 20024
Attn.: Jim R. Moye, Agency Chief Contracting Officer

L-7 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L-8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than **14 calendar days** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **14 calendar days** before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding.

L-9 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Contracts and Procurement Administration, Child and Family Services Agency, 955 L'Enfant Plaza SW, North Building, Suite 5200, Washington, DC 20024, telephone (202) 724-7415, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Jim R. Moye, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-10 BID PROTESTS

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the DC Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening, or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the **Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, DC 20004**. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L-11 SIGNING OF BIDS

- L-11.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

- L-11.2 All correspondence concerning the bid or resulting Contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L-12 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; **or** (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L-13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L-13.1 Name, address, telephone number and federal tax identification number of bidder;
- L-13.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "**Clean Hands Certification**" that is referenced in **DC Official Code §47-2862 (2001)**, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L-13.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L-14 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L-14.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L-14.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L-14.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L-14.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

- L-14.5 Evidence of a satisfactory performance record, record of integrity and business ethics.
- L-14.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L-14.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L-14.8 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

L-15 BRAND NAME OR EQUAL:

As used in this chapter, the term “brand name” includes identification of products by make and model.

- A. If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bid offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the government to be equal in all material respects to the brand name products referenced in the Invitation for Bids, in accordance with the salient characteristics in section C.
- B. Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.
- C. If the bidder proposes to furnish an “equal” product, the Brand name of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such products shall be otherwise clearly identified in the bid. The evaluation of the bids and the determination as to equality of the product offered shall be the responsibility of the government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the District. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to the District. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material such as (cuts, illustrations, drawings, or other information) necessary for the District to:
 - (i) Determine the product offered meets the requirements of the Invitation for Bids, **and**
 - (ii) Establish exactly what the bidder proposes to furnish and what the government would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- D. If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- E. Modification proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

L-16 REQUIREMENT FOR DESCRIPTIVE LITERATURE:

Descriptive literature must be furnished as a part of the bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, and construction and performance characteristics. Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids will require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and is received late, it may be considered under the provision for considering late bids, as set forth in section L-5 of this invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:

- (1) The bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; **or**
- (2) The Contracting Officer, on advice of technical personnel, determines that the product offered by the bidder complies with the specification requirements of the current invitation for bid.

Maryland and Virginia Home Study Services

SECTION M: EVALUATION FACTORS**M-1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

M-1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, DC Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M-2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M-2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M-2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M-2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M-2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M-2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; **and**
- M-2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M-3 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

- M-3.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Invitation for Bid (IFB)'s (RFP).
- M-3.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

- M-3.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M-3.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M-3.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M-3.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M-4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M-5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M-6 Vendor Submission for Preferences

- M-6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M-6.2 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; **or**
- M-6.3 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M-6.4 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, NW, Suite 970N**

Maryland and Virginia Home Study Services

Washington, DC 20001

M-6.5 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

*****END OF SECTION M*****

Filename: MDVA home licensing IFB (3)
Directory: C:\Documents and Settings\Dstewart\My Documents\Internet
Updates\Contracting Opportunities
Template: C:\Documents and Settings\Dstewart\Application
Data\Microsoft\Templates\Normal.dot
Title: SECTION B: SUPPLIES OR SERVICES AND PRICE
Subject:
Author: JMcDonald
Keywords:
Comments:
Creation Date: 10/19/2007 3:20:00 PM
Change Number: 6
Last Saved On: 10/26/2007 9:54:00 AM
Last Saved By: Dstewart
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As of Last Complete Printing
Number of Pages: 46
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